

EXHIBIT “D”

Number 3 of
4 executed
counterparts

500 WEST 43rd STREET REALTY LLC
C/O AIB MANAGEMENT CORP.
500 WEST 43rd STREET
NEW YORK, NEW YORK 10036

9 September, 2009

Anuj-Rani West Side, LLC
500 West 43rd Street
New York, New York 10036

Gentlemen:

1. Reference is made to the lease dated as of December 31, 2007, between 577-10 Realty Company, as Owner and Anuj-Rani West Side LLC, as Tenant, (the "Lease") for the rental of a portion of the commercial condominium unit (the "Commercial Condominium Unit"), consisting of one of the stores located at 500 West 43rd Street, New York, New York 10019, more particularly described in said Lease, and sometimes hereinafter referred to as the "Demised Premises". Capitalized terms shall have the meaning ascribed to such terms in the Lease or in this letter agreement.

2. This agreement shall hereinafter be referred to as the First Modification of Lease, and shall modify and amend the Lease. Any reference in this First Modification of Lease, shall mean the Lease as modified by this First Modification of Lease.

3. Tenant confirms that the Lease contained a typographical error in identifying the Owner and that the Owner of the Demised Premises is actually 500 West 43rd Street Realty, LLC.

4. The Tenant further agrees that as of the date hereof, for the period ending 31 May, 2009, Tenant is in arrears for all items of Basic Monthly Rent and Additional Rent in the amount of 16,923.11 (the "Agreed Upon Arrears"). The Tenant agrees that it shall pay the Agreed Upon Arrears no later than the date the Lease terminates, regardless of the reason for such termination, but in no event later than the original Termination Date set forth in the Lease.

5. (a) Owner and Tenant agree that the Lease is modified to provide that (i) for the period 1 June, 2009, through and including 31 August, 2010, the Basic Monthly Rent shall be \$7,500.00, per month; (ii) for the period 1 September, 2010, through and including 31 May, 2012, the Basic Monthly Rent shall be \$8,000.00, per month; and (iii) commencing 1 June, 2012, the provision concerning Basic Monthly Rent shall be in full force and effect.

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(b) So that there is no misunderstanding, except as otherwise expressly provided, during the period 1 June, 2009 and 31 May, 2012, Tenant shall continue to be responsible for and pay for all items of Additional Rent, including but not limited to real estate tax escalation payments, increases in condominium maintenance, etc.

6. The Tenant further agrees that Paragraph 81 Use Clause of the Lease is deleted in its entirety and the following Paragraph 81 substituted:

"81. Use Clause. Tenant shall use and occupy demised premise, on a "non exclusive basis" so long as the nail salon in the Commercial Condominium is operating; for a nail salon, pedicure and manicure salon, waxing and sale of related products, and on an "exclusive basis" Facials, Microdermabrasion. Body Care, Diet Consultation, Hair and Skin Consultations, Cosmetics, Organic Vitamin Supplements, All Hair Services (highlights, hair color, perm and etc.) Hair Care, Hair Treatments, Hair Restoration, Hair Replacement and Wigs, Nail Care, Waxing, Hair Removal, Organic Canned Food and Mineral Water, Diet Analysis, Consulting Services, Organic Health and Skin Care Management. So long as Tenant is not in default of any of the terms of this Lease beyond any grace period or right to cure, (a) once the nail salon is no longer operating, Tenant shall have an "exclusive" also for a nail salon, pedicure and manicure salon, waxing and sale of related products; and (b) Owner agrees with Tenant not to modify, amend, or extend the lease of the nail salon."

7. A new Paragraph 82 is added to the Lease as follows:

"82 Right of First Refusal. When the premises occupied by the nail salon (the "Nail Salon Premises"), shall be surrendered to and accepted by Owner/Landlord, Owner/Landlord shall give Tenant notice of such surrender in the manner provided in the Lease, and Tenant shall have an exclusive ten (10) days from the date such notice was given

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(the "Notification Period"), to complete negotiations with the Owner/Landlord (the "Exclusive Negotiating Period"), for a Lease for the Nail Salon Premises, for a term to expire simultaneously with the then term of the Lease, regardless of the reason the Lease terminates, subject to the following terms and conditions:

- ✓ (a) The Tenant is not then in default (beyond any applicable grace period), of any of the terms, covenants and/or obligations of the Tenant to be performed under the terms of the Lease, including but not limited to all sums due pursuant to Paragraph 4, above;
- (b) The Tenant shall accept the Nail Salon Premises in its then existing condition, all work to be performed in the Nail Salon Premises, to be the sole obligation of the Tenant;
- (c) The parties being able to agree on all business terms, including but not limited to Basic Monthly Rent and the amount of security;
- (d) The lease shall be in substantially the form and content of the Lease, shall provide for cross defaults with the Lease; and,
- (e) If the parties are unable to agree on the terms of a lease for the Nail Salon Premises, there shall be no further Exclusive Negotiating Period."

8. Each of the parties represent and warrant each to the other that neither party has communicated or negotiated with or through any broker ("Broker"), with regard to this First Modification of Lease and each party agrees to indemnify and save the other party harmless from any claim, action or proceeding for a commission or other compensation made or brought against the other party by any broker claiming or alleging to have communicated or negotiated with or on behalf of the other party in connection with this Modification of Lease and from any cost or expense in connection with any such claim, action or proceeding (including, without limitation, reasonable counsel fees).

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9. Tenant acknowledges that Owner has performed all of its obligations and covenants required of it under the terms of the Lease and that as of the date hereof, the Tenant has no claims or other causes of action against Owner arising from any manner under the terms of the Lease, and to the extent there are any such claims or causes of action, whether choate or inchoate, Tenant waives and releases the same to the fullest extent possible under the law.

10. By signing at the foot hereof, ANUJ THUKRAL, restates and ratifies the terms of the GUARANTY dated , 2008, and confirms that the said GUARANTY guarantees the Tenant's obligations in the Lease including the terms of the Modification of Lease,

11. Except as herein otherwise expressly provided, all of the terms, covenants and conditions of the Lease shall remain in full force and effect and unmodified.

12. This First Modification of Lease shall bind and enure to the benefit of the parties, their successors and assigns; shall not be modified or amended except by an agreement in writing signed by the party to be charged; and, shall be interpreted in accordance with the Laws of the State of New York.

13. The parties are presently involved in a Landlord and Tenant litigation, (the "Litigation"), commenced by and being handled by outside counsel other than Howard J. Levitz, Esq. The Litigation shall be deemed settled and the matter withdrawn "With Prejudice" upon: (a) at least four (4) copies of this First Modification of Lease are signed by all parties and at least three (3) copies delivered to Owner or its counsel, Howard J. Levitz, Esq., (b) the Tenant paying the Basic Monthly Rent for the months of July, August and September, 2009 (\$7,500.00, per month for a total of \$22,500.00); ~~(c) the Tenant pays Owner, \$2,000.00, representing reimbursement for Owner's attorney's fees for commencement of the litigation and the preparation of this First Modification of Lease.~~

14. This First Modification of Lease is an offer only and shall not be binding on the Owner until (a) Owner has received a copy of this letter countersigned by (i) ANUJ-RANI WEST SIDE LLC, and (ii) ANUJ THUKRAL, and (b) the Owner has countersigned a copy of this First Modification of Lease, at the foot thereof.

(Continued on page 5)

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If the foregoing sets forth your understanding would you please sign and return one (1) copy of this letter.

Very truly yours,
500 WEST 43rd STREET REALTY LLC
BY: AIB MANAGEMENT CORP.

BY: _____
HOWARD J. LEVITZ
Vice President

WE CONFIRM AND AGREE TO THE FOREGOING
ANUJ-RANI WEST SIDE LLC

X
BY: _____

Name: ANUJ THUKRAL

Title: President Member

I CONFIRM, RATIFY AND RESTATE THE
GUARANTY DATED 2008

X
Name: _____
Title: _____

ANUJ THUKRAL

WE CONFIRM AND AGREE TO THE FOREGOING
500 WEST 43rd STREET REALTY LLC

BY: _____

Name: JOSEPH STANESHEFSKY

Title: Member

REVISED UNPAID RENT

7/15/09	Re Tax Escalation Due August, 2009	235.72
08/15/09	Rent Due July 1, 2009	9,540.00
06/15/09	RE Tax Esc Due July 2009	125.72
06/16/09	Condo Maintenance Due July 2009	4.28
05/16/09	Rent Balance June 2009	2,040.00
04/16/09	Rent Balance May 2009	1,040.00
03/15/09	Rent Balance April 2009	1,040.00
02/16/09	Rent Balance March 2009	1,040.00
01/15/09	Rent Balance February 2009	2,040.00
12/15/08	Rent Due January 1, 2009	1,040.00
11/14/08	Rent Due December 1, 2008	1,000.00
10/15/08	Rent Due November, 2008	1,000.00
07/14/08	Rent Due August 1, 2008	1,000.00
06/17/08	Rent due July 1, 2008	1,000.00
03/16/09	Re Tax Esc Adjustment April 2009	125.72
02/16/09	Re Tax Escalation March 2009	125.72
01/15/09	Re Tax Escalation February 2009	125.72
11/14/08	Re Tax Increase December 1, 2008	97.67
10/15/08	Re Tax Increase November 1, 2008	97.67
01/15/09	Late Charge Re Tax February 200	6.23
03/16/09	Condo Maintenance Due April 1 2009	4.28
02/16/09	Condo Maintenance Due March 1 2009	4.28
01/15/09	Condo Maintenance Due February 1 2009	4.28
12/15/08	Condo Maintenance Due January 1, 2009	4.28
06/08/09	Late Charge Water	1.79
08/10/09	Late Charge August 2009	483.50
07/13/09	Late Charge July 2009	483.50
06/08/08	Late Charge June 2009	102.00
05/08/08	Late Charge May 2009 Rent & Water	63.79
04/08/09	Late Charge April, 2009	58.50
03/10/09	Late Charge March 2009	463.50
02/06/09	Late Charge February, 2009	483.50
01/15/09	Condo Maintenance Due February 1 2009	487.00
12/14/08	Late Charge December, 2008	54.89
11/14/08	Late Charge December, 2008	54.89
09/12/08	Late Charge August, 2008	50.00
08/12/08	Late Charge July, 2008	50.00

TOTAL RENT DUE

\$ 16,923.11